

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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HOLIDAY PROVISIONS

FOR

PARKING AND HIGHWAY IMPROVEMENT (STRIPER-LABORER)

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES**

LABORERS' MASTER STRIPING AGREEMENT

This Agreement made and entered into this 1st day of July, 2000 by and between the **Associated General Contractors of California, Inc.**, on behalf of its respective eligible members, hereinafter referred to as the **Contractors**; and, the **Southern California District Council of Laborers** affiliated with the Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated **Laborers' Local Union No. 1184**, which have jurisdiction over the work covered by this Agreement, hereinafter referred to as the **Union**.

P U R P O S E

The Contractors are engaged in the business of Striping, and related work activities, of asphalt, mastic, concrete or other paved surfaces in Southern California. In the performance of their contracting operations the Contractors are employing and will employ workers. It is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for workers employed by the Contractors and to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto, to the end that the Contractors are assured continuity of operation and workers are assured continuity of employment.

ARTICLE I

General Provisions

The term "Association" shall refer to the Associated General Contractors of California, Inc.

The term "Contractor(s)" or "Employer" shall refer to a person, firm or corporation party to this Agreement.

The term "Union" means the Southern California District Council of Laborers and its affiliated Local Union, Laborers Local Union No. 1184.

The term "Worker" or "Workers," as used herein, shall refer to a person or persons, in the labor market who are not employed.

The term "Employee(s)" as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement.

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Div. of Labor Statistics & Research
Chief's Office

ARTICLE XIII

HOLIDAYS, PAYMENT OF WAGES, MEAL PERIODS

A. Holidays

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on a Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

B. Payment of Wages

1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half ($\frac{1}{2}$) hour at the applicable overtime rate until such time as he does receive his pay.

2. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Contractor's name and address. In the event the Contractor fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

4. If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working